

EXHIBIT 9

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE)
ANTITRUST LITIGATION) No. 11-CV-2509-LHK

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF SIDDHARTH HARIHARAN
San Francisco, California
Friday, October 12, 2012
Volume I

Reported by:
ASHLEY SOEVYN
CSR No. 12019
Job No. 1541277

PAGES 1 - 310

1 offer with EA? 11:05:38

2 A. In what capacity? 11:05:39

3 Q. Well, let's -- let's back up a sec. So, do 11:05:41

4 you recall what your salary was at Radical? 11:05:44

5 A. My salary changed over the course of my 11:05:47

6 working at Radical. So it depends on -- 11:05:50

7 Q. All right. Well, let's -- when you started 11:05:52

8 at Radical, what was your salary? 11:05:53

9 A. I think it was [REDACTED] a year. Oh, wait, 11:05:55

10 when I was officially hired at Radical. So there 11:05:59

11 was a -- there was a period of three months before 11:06:03

12 officially they classified me as an employee -- 11:06:09

13 three months or something like that -- where I was 11:06:12

14 getting paid nothing, initially. Like -- I was like 11:06:14

15 an intern. That was when they took me. So then I 11:06:17

16 got paid like a thousand bucks a month. It was more 11:06:21

17 just like a -- this is -- there you go. Don't 11:06:26

18 leave. And then it was [REDACTED] a year. 11:06:28

19 Q. And when you -- at the time you left 11:06:33

20 Radical, what was your salary at Radical? 11:06:35

21 A. I think it was [REDACTED] or -- I can't 11:06:41

22 remember exactly what that number is. 11:06:46

23 Q. And these numbers we're talking about, 11:06:48

24 [REDACTED], are these Canadian dollars? 11:06:50

25 A. Yes. 11:06:54

1 Q. So when you got your job offer with EA, 11:06:56
2 what was your compensation in that job offer? 11:07:00
3 A. It was [REDACTED] Canadian. 11:07:06
4 Q. And that was the initial offer that EA made 11:07:08
5 to you? 11:07:10
6 A. Yes. 11:07:12
7 Q. Prior to that, EA making the [REDACTED] offer, 11:07:13
8 had you discussed compensation with EA? 11:07:17
9 A. No. 11:07:21
10 Q. And when EA made the [REDACTED] offer to you, 11:07:23
11 was that the offer you took back to Radical? 11:07:26
12 A. Yes. 11:07:29
13 Q. And what happened when you took it back to 11:07:30
14 Radical? First off, who did you bring it to? 11:07:33
15 A. My lead. 11:07:37
16 Q. And what did you say? 11:07:38
17 A. I said, "Look, I want to work here. I 11:07:39
18 don't want to go to EA. Can you" -- "can you match 11:07:41
19 it?" 11:07:48
20 Q. And what did he say in response to that? 11:07:50
21 A. He said, "Let's" -- "let's think about it 11:07:54
22 in six months." 11:07:57
23 Q. And what was your response to that? 11:08:01
24 A. I think I was like, "Come on, man, I don't 11:08:03
25 want to leave. Just, you know, meet me halfway just 11:08:06

1 so I don't feel like I'm really dicked around." And 11:08:10
2 he said, "Let's discuss it in six months." 11:08:13
3 Q. Did it ever go any farther than that? 11:08:17
4 A. I handed him my resignation letter. He 11:08:22
5 handed it back to me. He said, "Think about it over 11:08:25
6 the weekend." I said, "No, I've thought about it. 11:08:28
7 Here it is." He said, "No, I'm not taking it." And 11:08:30
8 I thought about it over the weekend. And Monday 11:08:34
9 handed it back to him and he walked me out. 11:08:38
10 Q. Do you know if your lead ever made -- 11:08:44
11 strike that. 11:08:46
12 Do you know if your lead at Radical ever 11:08:46
13 made any effort to bring your request for an 11:08:49
14 increased salary to anyone up the chain above him? 11:08:52
15 A. It wasn't policy at Radical to do that. I 11:08:55
16 -- at least as far as I knew, it wasn't policy at 11:08:57
17 Radical. So I think his hands were tied in that 11:09:03
18 regard. 11:09:07
19 Q. And when you say, "it wasn't policy," what 11:09:08
20 do you mean? Do you mean that it was the lead's 11:09:10
21 decision and no one else's? 11:09:11
22 A. No, I -- I don't think it was -- I think it 11:09:15
23 was understood at the company with the producers and 11:09:19
24 the leads not to entertain counteroffers. I 11:09:25
25 don't -- I don't think -- I'm not sure. I -- that's 11:09:29

1 what I understood. Well, maybe they just were 11:09:32

2 cheap, they just didn't want to give more. I don't 11:09:38

3 know. (Cross-talking.) 11:09:41

4 Q. Initially -- okay. You understood that it 11:09:41

5 was Radical's policy not to -- 11:09:42

6 A. No, I said it could be. 11:09:46

7 Q. Was that your understanding, though, that 11:09:49

8 it was their policy not to give pay raises in 11:09:53

9 response to other job offers from competing 11:09:56

10 companies? 11:09:59

11 A. I didn't say that. I just said that I 11:10:00

12 think I learned later that it might have been policy 11:10:06

13 at Radical not to entertain someone coming with 11:10:10

14 another job offer and matching that. I think that's 11:10:19

15 what it was. 11:10:22

16 Q. And do you recall how you learned that? 11:10:25

17 A. No. 11:10:28

18 Q. -- about Radical's policy? 11:10:28

19 A. I can't remember. Might have been just 11:10:28

20 through a colleague. 11:10:31

21 Q. All right. So you resigned from Radical 11:10:32

22 and then you moved over to EA, correct? 11:10:36

23 A. Yes, I did. 11:10:41

24 Q. Was there a lag time in between, though? 11:10:42

25 A. Yeah, there might have been a lag time. 11:10:47

1 STATE OF CALIFORNIA) ss:
2 COUNTY OF MARIN)
3

4 I, ASHLEY SOEVYN, CSR No. 12019, do hereby
5 certify:

6 That the foregoing deposition testimony was
7 taken before me at the time and place therein set
8 forth and at which time the witness was administered
9 the oath;

10 That the testimony of the witness and all
11 objections made by counsel at the time of the
12 examination were recorded stenographically by me,
13 and were thereafter transcribed under my direction
14 and supervision, and that the foregoing pages
15 contain a full, true and accurate record of all
16 proceedings and testimony to the best of my skill
17 and ability.

18 I further certify that I am neither counsel for
19 any party to said action, nor am I related to any
20 party to said action, nor am I in any way interested
21 in the outcome thereof.

22 IN THE WITNESS WHEREOF, I have transcribed my
23 name this 22nd day of October, 2012.
24

25 _____
ASHLEY SOEVYN, CSR 12019